

AGREEMENT TO DISSOLVE JOINT SANITARY BOARD

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the BOARD OF SUPERVISORS OF YORK COUNTY, VIRGINIA ("York County"), and the BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA ("James City County").

WITNESSETH:

WHEREAS, by agreement dated October 20, 1960, as amended by an agreement dated November 12, 1962, and by a second amendment dated as of August 8, 2002 ("the Agreement"), a joint sanitary board ("the Joint Board") was created by York County and James City County, whereby certain functions of Sanitary District No. 1, York County, and Sanitary District No. 1, James City County, would be jointly operated. The purpose of the Joint Board was to provide for the joint construction, maintenance and operation of a Sewage Collection System and Sewage Disposal Plant; and

WHEREAS, federal EPA grant C510534-02 provided for improvements to the York County and James City County Sanitary District No. 1 systems, including abandonment of the waste treatment plant and transference of treatment responsibilities to the Hampton Roads Sanitation District; and

WHEREAS, the parties to this agreement believe that it will be in the best interest and promote the general welfare of the people of each Sanitary District to dissolve the Joint Board and transfer operation of the remaining collection and

disposal system to the respective county in which the respective component elements of the system are located; and

WHEREAS, the Board of Supervisors of York County, Virginia, by Resolution No. 02-\_\_\_\_, adopted on \_\_\_\_\_, 200\_\_\_\_, has authorized its County Administrator to enter into this agreement; and

WHEREAS, the Board of Supervisors of James City County, Virginia, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_\_\_, has authorized its County Administrator to enter into this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, York County and James City County do hereby covenant and agree as follows:

The purpose of this agreement shall be to dissolve the Joint Board created by Agreement between York County and James City County, and to provide for the continuing operation of the remaining sewage collection and disposal system facilities of the respective sanitary districts which are located in York County and James City County, respectively.

#### ARTICLE ONE: DISSOLUTION OF JOINT BOARD

1.1 The Joint Board for York County Sanitary District No. 1 and James City County Sanitary District No. 1, created by an agreement dated October 20, 1960, and as amended November 12, 1962, and August 8, 2000, is hereby dissolved and terminated. Nothing herein, however, shall be deemed to effect a

dissolution or termination of either York County Sanitary District No. 1 or James City County Sanitary District No. 1.

1.2 All waste disposal and collection system facilities lying within the boundaries of York County Sanitary District No. 1 and previously owned or for the benefit of the Joint Board shall be owned, maintained and operated by the York County Board of Supervisors or its delegatee, successor, or assignee, subject to the terms and conditions set out herein. The parties agree that, as of the effective date of this Agreement, the only such waste disposal and collection facilities lying within the boundaries of York County Sanitary District No. 1 consist of approximately 2,000 feet of interceptor sewer line as shown on Exhibit A attached hereto.

1.3 All waste disposal and collection system facilities lying within the boundaries of James City County Sanitary District No. 1 and previously owned or for the benefit of the Joint Board shall be owned, maintained and operated by the James City County Board of Supervisors or its delegatee, successor, or assignee, subject to the terms and conditions set out herein. The parties agree that, as of the effective date of this Agreement, the only such waste disposal and collection facilities lying within the boundaries of James City County Sanitary District No. 1 consists of a pumping station known as "Pumping Station B," located on State Route 143. The pump station site consists of approximately two-tenths of an acre plus or minus and is identified as James City County Tax Map Parcel No. 4140100007B.

## ARTICLE TWO: DISTRIBUTION OF PROPERTY

2.1 Title to all easements, rights-of-way, land, improvements, appurtenances, tenements, and other real or personal property previously owned by or for the benefit of the Joint Board shall remain in the name of the party holding title to said property as of the date of this agreement.

2.2 Jointly Purchased Real Property: Title to any and all real property that has been purchased or paid for jointly with title remaining in the name of only one party shall remain with the party holding title. Apart from the mutual covenants and promises set out in this Agreement, neither party shall be obligated to pay any further consideration representing any portion of the fair market value of any such property.

## ARTICLE THREE: COST SHARING

3.1 Pumping Station B: Annually, and no later than July 31 of each calendar year of this Agreement, York County shall pay to James City County the sum of \$8,500.00, increased annually after the first year as set out below, which sum is acknowledged by the parties to represent approximately one-half (1/2) of all costs of operating and maintaining Pumping Station B, and represents a fair and equitable calculation of the operational and capital improvement costs incurred by James City County in the operation and maintenance of the pump station and attributable to the transmission of sewage flows received from York County sources. The parties agree that York County's current percentage of Pumping

Station B's output is agreed to be approximately fifty-eight percent (58%) of the total output.

3.2 In each year beginning with the second year of this Agreement, York County shall pay to James City County a sum which is equal to one hundred three percent (103%) of the amount paid in the previous year, each such payment to be made within thirty (30) days of the start of the respective contract year. The parties agree that the amounts to be paid in each of the first five contract years shall be as follows:

Year No. 1	\$8,500.00
Year No. 2	\$8,755.00
Year No. 3	\$9,018.00
Year No. 4	\$9,288.00
Year No. 5	\$9,567.00

No later than thirty (30) days prior to the expiration of the fifth annual term of this agreement, the County Administrators for each party shall review the operation of this agreement and determine a mutually satisfactory payment amount for the ensuing five contract years, such amount to reflect a fair and equitable calculation of the costs of the operation and maintenance of the pump station and attributable to flows received from York County sources. The County Administrators of both parties or their designees are authorized, without further action by the Boards of Supervisors of either of the parties, to execute an addendum to this agreement setting out the amounts of the payments to be made by York to James City in each of the ensuing five years.

3.3 Interceptor Sewer Pipeline: York County shall continue to allow sewage originating in James City County to flow through the 2,000 foot interceptor sewer pipeline referenced above. Both parties agree that such flow accounts for approximately three percent (3%) of the total flow through the line as of the date of this Agreement. York County shall assume all costs associated with the cost and maintenance of the line.

#### ARTICLE FOUR: MAINTENANCE AND OPERATION

4.1 Pumping Station B: *Pumping Station B shall be maintained and operated by the James City County Service Authority and the costs of maintenance and operation shall be shared with York County in accordance with the terms of Article 3.1 of this Agreement. James City County hereby covenants and agrees to maintain Pumping Station B in good working order. James City County further agrees to reserve a capacity of .432 million gallons per day (.432 mgd) for York County users.*

4.2 Interceptor Line: York County agrees to maintain the shared interceptor sewer line in good condition, and to continue to allow at least three percent (3%) of its flow to be received from James City County sources.

#### ARTICLE FIVE: MISCELLANEOUS

5.1 Multiple Copies: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

5.2 Severability of Clauses: It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the

remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

5.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties, and no condition or provision, whether oral or written in any previous proposal or communication by either of the parties or any prior agreement or other understanding between them shall be of any effect, anything in any such proposal, communication, or agreement to the contrary notwithstanding.

5.4 Assignability: *Each party shall have the right to assign the rights, privileges, and obligations created by this Agreement to any party or parties upon six months written notice to the other party.*

5.5 Duration: The duration of this Agreement shall be indefinite, but may be terminated at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereto affixed the signatures of their duly authorized officers.

BOARD OF SUPERVISORS OF  
YORK COUNTY, VIRGINIA

By \_\_\_\_\_ (SEAL)  
James O. McReynolds  
County Administrator

Approved as to form:

\_\_\_\_\_  
County Attorney

BOARD OF SUPERVISORS OF  
JAMES CITY COUNTY, VIRGINIA

By \_\_\_\_\_ (SEAL)  
Sanford B. Wanner  
County Administrator

Approved as to form:

\_\_\_\_\_  
County Attorney